

INTERLOCAL AGREEMENT
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN
FOR BOOKING AND RELATED SERVICES

THIS AGREEMENT is entered into by and between the following parties: the City of Austin, a Home Rule City primarily located in Travis County, Texas, hereinafter referred to as "City", and Travis County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "County".

WHEREAS, City and County have each determined that it would be mutually beneficial for County to continue to provide booking and detention services for City's prisoners; and

WHEREAS, City and County have each determined that it would be mutually advantageous for City to continue to provide Magistration and Identification services for the Central Booking Facility operated by County; and

WHEREAS, City and County are authorized to enter into this agreement by TEX. GOV'T. CODE ANN., ch. 791;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and County agree as follows:

1.0 Effective Date, Term and Termination

1.01 Effective Date. This Agreement shall have an effective date of October 1, 2006. (the "Effective Date").

1.02 Initial Term. The Initial Term of this Agreement shall commence on October 1, 2006, and shall continue through September 30, 2007, unless earlier terminated by either party in accordance with this Agreement or applicable law. The Initial Term of this Agreement may also be referred to as the "FY 07 Term".

1.03 First Renewal Term. If notice to terminate this Agreement has not been given prior to the end of the Initial Term, then this Agreement shall automatically renew on October 1, 2007 for a period of one year (hereinafter referred to as the "First Renewal Term" or the "FY 08 Term"). If either party gives the other party written notice of termination during the twelve months prior to the end of the Initial Term, then this Agreement shall renew on October 1, 2007 for a period that ends one year after such written notice of termination.

1.04 Second Renewal Term. If notice to terminate this Agreement has not been given prior to the end of the First Renewal Term, then this Agreement shall automatically renew on October 1, 2008 for an additional one-year period (hereinafter referred to as the "Second Renewal Term" or the "FY 09 Term"). If either party gives the other party

written notice of termination during the First Renewal Term, then this Agreement shall renew on October 1, 2008 for a period that ends one year after such written notice of termination.

1.05 Third Renewal Term. If notice to terminate this Agreement has not been given prior to the end of the Second Renewal Term, then this Agreement shall automatically renew on October 1, 2009 for an additional one-year period (hereinafter referred to as the "Third Renewal Term" or the "FY 10 Term"). If either party gives the other party written notice of termination during the Second Renewal Term, then this Agreement shall renew on October 1, 2009 for a period that ends one year after such written notice of termination.

1.06 Fourth Renewal Term. If notice to terminate this Agreement has not been given prior to the end of the Third Renewal Term, then this Agreement shall automatically renew on October 1, 2010 for an additional one-year period (hereinafter referred to as the "Fourth Renewal Term" or the "FY 11 Term"). If either party gives the other party written notice of termination during the Third Renewal Term, then this Agreement shall renew on October 1, 2010 for a period that ends one year after such written notice of termination.

1.07 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least twelve (12) months prior to the effective date of the termination.

2.0 Definitions. As used in this Agreement:

2.01 "Booking" means the intake process by which persons are received for confinement in the Travis County Jail.

2.02 "Central Booking Facility" means that portion of the Travis County Criminal Justice Center at 500 West 10th Street, Austin, Texas, which is under the direct control of the Sheriff and designed primarily for the purpose of intake processing and confining Prisoners.

2.03 "City Officer" means any officer or employee of the City of Austin who lawfully presents any person for confinement at the Central Booking Facility. The term "City Officer" shall include, but shall not be limited to, City of Austin police officers, City of Austin park police officers, City of Austin airport police officers, and City of Austin marshals.

2.04 "City Prisoner" means:

2.04.1 any Prisoner held only for violation of a City ordinance that does not implement state law, regardless of whether the Prisoner has been magisterated;

2.04.2 any Prisoner held only for violation of a City ordinance that implements state law but who has not yet been magistrated and committed to the custody of the Sheriff by the lawful order of a magistrate;

2.04.3 any Prisoner who has been arrested by a City Officer on any charge or charges other than City ordinance violations but who has not yet been magistrated and committed to the custody of the Sheriff by the lawful order of a magistrate.

2.05 "Downtown Austin Community Court" or "DACC" means a division of the City of Austin Municipal Court with jurisdiction to adjudicate all Class C Misdemeanor offenses committed in the downtown area identified by Section 2-10-32(A) of the City Code, as amended from time to time.

2.06 "Fiscal Year" means the one-year period beginning on October 1 of one calendar year and ending on September 30 of the next calendar year.

2.06.1 "Fiscal Year 07" and "FY 07" shall mean the one-year period from October 1, 2006 through September 30, 2007.

2.07 "Identification Services" means the identification, through local records, of individuals booked into the Central Booking Facility, including the storage and maintenance of booking sheets, fingerprint and palm print cards and mug shots, and the response to requests for local criminal history based on the stored records.

2.08 "Magistration" means the performance of that duty of a Texas magistrate to inform an arrestee of accusations and rights, allow access to counsel and admit to bail as provided by law, issue commitment orders, review probable cause affidavits for arrest and search warrants, issue protective orders, and other matters authorized by law. A prisoner has been "magistrated" on a charge when, following arrest on the charge, he or she has been taken before a magistrate who has performed the duties prescribed by Art. 15.17 of the Code of Criminal Procedure with regard to said charge.

2.09 "Pre-Trial Services" means the functions performed by the Travis County PreTrial Services Office to determine a defendant's eligibility for release on bond and the conditions of release.

2.10 "Sheriff" means the Travis County Sheriff, or his/her designees.

3.0 City Payments to County

3.01 Cost Model. COUNTY and CITY agree that the amounts to be paid by City to County pursuant to this Agreement shall be computed in accordance with the Cost Model attached hereto as Exhibit A and made a part hereof. A Cost Model showing amounts for FY 07 is attached hereto as Exhibit A-1 and made a part hereof.

3.02 Initial Term. For and in consideration of the services to be rendered by County pursuant to this Agreement during the Fiscal Year that begins on October 1, 2006 and ends on September 30, 2007 ("Fiscal Year 07" or "FY 07"), City shall pay to County the total sum of \$4,589,912, in four equal payments as follows: \$1,147,478 on or before December 31, 2006; \$1,147,478 on or before March 31, 2007; \$1,147,478 on or before June 30, 2007; and \$1,147,478 on or before September 30, 2007.

3.03 Renewal Term(s). On or before May 15 of each fiscal year of this agreement, representatives of City and County will meet to review and negotiate the amount of compensation to be paid by City to County during the following Fiscal Year. The amount of compensation for the following fiscal year will be based upon projected City and County budgeted costs available as of July 1. The resulting amount of compensation for the following fiscal year will be included in an amendment to this Agreement. Any cost increases that result in more than a 5% increase of direct budgeted costs for the City or the County are subject to negotiation and mutual agreement between the City and County.

If during any fiscal year of this Agreement, City and County fail to agree on the amount of compensation to be paid by City to County during the next Fiscal Year, the amount of compensation to be paid by City to County during the next Fiscal Year shall be equal to the amount of compensation for the then current Fiscal Year with an increase of 5%.

3.04 If this Agreement is terminated in accordance with Section 1.07 on a date other than the final day of a Fiscal Year, the amounts to be paid by City to County under Section 3 of this Agreement shall be pro-rated by multiplying the amount payable for such Fiscal Year by a fraction, the numerator of which is the number of days that this Agreement is in effect during such Fiscal Year and the denominator of which is 365.

3.05 City will provide Magistration and Identification services, without cost to County, for all prisoners booked into the Central Booking Facility.

3.06 City and County agree that the payments provided herein fairly compensate the performing party for the service performed under this agreement.

3.07 City and County agree to cooperate in developing alternatives to booking of City Prisoners in the Central Booking Facility. If the development of such an alternative may result in a significant reduction of projected bookings of City Prisoners, City and County will enter into renegotiation of this Agreement.

4.0 City Use of County Space

4.01 County shall allow City the use of designated space within the building at 500 West 10th St. for the provision of magistration services to the Central Booking Facility. This designated space is illustrated by Exhibit B. County shall allow City the use of designated space in the adjacent Travis County Jail building for arrest review and report

writing. The designated space is illustrated in Exhibit C. By agreement of the Parties, other space suitable for use as an arrest review area may be substituted for the space designated in Exhibit C. With County approval, City may perform renovations to the arrest review space at its expense. County will provide furnishings and equipment for the arrest review area, magistration courtroom, and magistrate offices as set out in Exhibit D. County will provide at its cost nine (9) telephone lines for the use of City in the Arrest Review area, and four (4) telephone lines in the Magistration area. County will provide capacity on its network for twelve (12) data lines to be used by City.

4.02 County will allow City to use available interview rooms, and the line-up room, that are located within the Central Booking Facility and/or the Travis County Jail.

4.03 County will designate two (2) parking spaces for Municipal Court judges within the County's parking garage. County will designate fifteen (15) parking spaces in its San Antonio Street parking garage for use from 7:00 p.m. to 7:00 a.m. by City Officers who are booking prisoners. City will designate street parking spaces for law enforcement prisoner booking on 10th Street, between Nueces and San Antonio Streets, and on the east curb line of San Antonio Street between 9th and 10th Street.

4.04 County and City agree that any future additional space needs by either party will be jointly planned and will be subject to funding by both the City and the County.

5.0 Maintenance, Utilities and Renovations

5.01 Maintenance and housekeeping. County will provide maintenance, housekeeping, utility service and garbage pickup for the space used for magistration and arrest review. County will provide all furnishings within the designated Municipal Court space and shall be responsible for maintenance and replacement of same. Furnishings means all office furniture, office equipment and supplies, and includes but is not limited to word/data processing equipment, desks, chairs, filing cabinets, bookcases, and tables.

5.02 Renovations. The City shall make no renovation, alteration or repair to County buildings, fixtures or furnishings without prior authorization from the County's Facilities Management Department.

6.0 Responsibility for Losses

6.01 City and County each acknowledge that the other is self-insured for some losses at the execution of this agreement.

6.02 City shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of County employees in relation to the operation of the Central Booking Facility or arising from any condition of the Central Booking Facility that result from County facilities, policies, practices or operations. County shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of City

employees in relation to the operation of the Central Booking Facility or arising from any condition or operation of the Central Booking Facility that result from City facilities, policies, practices or operations.

6.03 Except as otherwise provided herein, if both County and City are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of City and County employees under this Agreement, City and County shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement.

6.04 If any City Officer or employee suffers any loss while on duty, City shall be at risk for the liability for the loss under its workers compensation self-insurance fund. If any County Officer or employee suffers any loss while on duty, County shall be at risk for the liability for the loss under its workers compensation self-insurance fund.

6.05 County bears all property losses that result from damages that would be covered by fire and casualty insurance coverage offered by a commercial insurance company. Any insurance proceeds paid to County that relate to damages to the designated Municipal Court space or arrest review space shall be used by County to repair the damages and replace the designated Municipal Court space or arrest review space to its condition before the fire or casualty occurred without regard to fault.

7.0 Operation of the Central Booking Facility

7.01 County agrees to operate and maintain the Central Booking Facility in compliance with requirements of the Texas Commission on Jail Standards.

7.02 County shall give City Prisoners equal priority with County Prisoners and Prisoners of other governmental entities as to admission and custodial policies of Central Booking Facility.

7.03 County shall operate the Central Booking Facility on a twenty-four (24) hour basis, seven (7) days a week. Except as otherwise provided herein, Central Booking Facility staff shall receive, hold and house all City Prisoners tendered to them by City Officers and accepted by the Sheriff.

7.04 County and Sheriff have the right to refuse to accept any City Prisoner who is in need of medical attention prior to confinement, any City Prisoner for whom the required booking data has not been completely and accurately furnished in the required format, or any City Prisoner about whom County staff has a reasonable belief that the person is not lawfully being detained. County and Sheriff have the right to reverse the acceptance of any City Prisoner who is serving time in confinement in lieu of paying a monetary fine after conviction and commitment by a City court if a magistrate has not conducted a hearing on the issue of the indigency of that person and found that person to be

financially able to pay the fine. Nothing contained in this Agreement shall be construed to require the Sheriff to hold any person in custody contrary to (1) the Constitution and laws of the State of Texas, or (2) the Constitution and laws of the United States.

7.05 The City Officer who presents a City Prisoner at the Central Booking Facility will provide complete and accurate information necessary to complete forms required by County for all City Prisoners brought to the Central Booking Facility. County will fingerprint and photograph all Prisoners; provided, however, that County shall not be required to fingerprint and photograph persons who are being booked on misdemeanor charges only and who were fingerprinted and photographed within the preceding one-year period. City will process and file all photographs. City shall classify and file all fingerprints and mug shots. For these purposes the terms "prints" and "photographs" shall include all media, including electronic and digitized media as may be appropriate to maintain optimum efficiency, and as agreed upon by City and County. County will be responsible for providing for its use printers ink, rollers, ink pads, and scanner wipes for the Live Scan System. City will provide fingerprint and palm print cards.

7.06 City and County will maintain a network connectivity link. Except as may be provided in a separate written agreement between the parties, the cost of maintaining the connectivity link and the equipment purchased for that system shall be borne by the party that incurred the expense. County will operate and maintain an identification system that provides electronic images of fingerprints. City shall continue to provide County use of and access to City's digitized mug shot system via a network connection link. City shall provide the equipment necessary to capture, process and transmit digitized mug shot images to the City's database. City shall continue to allow County access to its digitized mug shot database. City shall cooperate with County to facilitate the provision of workstation mapping to allow Central Booking Facility staff to view digitized mug shot images at the Central Booking Facility's release desk.

7.07 City and County shall share information among themselves to facilitate modifications to their reporting requirements, data entry forms, software and hardware of the Central Booking Facility. City and County shall also consult with each other prior to modifying their respective software and hardware, form design, or reporting requirements when these modifications may impact the other's software, hardware, form development or reporting requirements. During design and before final approval of any modification of any form design of shared forms, data elements, reporting requirements, software or hardware used in the Central Booking Facility operations, the party proposing the modifications shall notify the other party in writing of the details of the proposed modifications and allow the other party a reasonable time, considering the size and complexity of the proposed modifications, to review the modifications, evaluate all aspects of the impact of the proposed modifications on that party, and develop suggestions about how to eliminate or minimize any adverse impact and advise the proposing party of the results of the review and evaluation and the suggestions developed. City and County shall cooperate in both reaching the goals of the proposing party's modifications and minimizing the adverse impact on the other party.

7.08 County agrees to provide City Officers access to all Prisoners consistent with their rights guaranteed by the Constitution of the United States of America and the Constitution and laws of the State of Texas. County agrees to release Prisoners for investigative purposes to City Officers within limitations imposed by courts and necessary routine Central Booking Facility procedures.

7.09 City and County agree to continue using the AP ID number as the "master" person identifier in the local criminal justice process. The Austin Police Department shall provide the AP ID Number to County at the same time the name and fingerprint confirmation are provided. County shall maintain the state mandated Incident Tracking Number (TRN/TRS) and the AP ID Number in the booking record.

7.10 Medical Care. With regard to each person that City officers present for booking, City Officers shall notify Central Booking Facility staff of (1) any known or suspected injuries to the person, (2) any known or suspected illnesses of the person, (3) any health complaints made by the person, and (4) any medical treatment given to the person. The Sheriff may refuse to accept a person for booking into the County Jail when, in the judgment of the Sheriff, medical attention is necessary before the person's confinement. If the Sheriff refuses to accept a City Prisoner because the City Prisoner is in need of medical attention prior to confinement, City shall transport the prisoner for hospitalization and/or medical treatment before again presenting the City Prisoner for booking. After a City Prisoner has been accepted by the Sheriff for confinement and booked into the County Jail, County shall provide routine medical attention within the reasonable capabilities of County medical staff on duty in the Central Booking Facility. If a City Prisoner requires hospitalization and/or medical treatment beyond that available from the Central Booking Facility staff, City shall be responsible to pay for such hospitalization and/or treatment, and should any such expense be incurred by County, City shall reimburse County upon request. This Agreement does not create any City liability to third parties for payment of treatment costs of persons taken to a hospital or other treatment provider. Upon request of City, the Sheriff may assign a Sheriff's officer to guard a City Prisoner who has been transported to a hospital by City Officers for medical treatment prior to booking. County shall not be responsible for any costs associated with the hospitalization and/or treatment of any such City Prisoner kept under guard by Sheriff's officers, and should any such expense be incurred by County, City shall reimburse County upon request. City shall not be responsible for any expenses arising from the negligent or illegal acts of County employees.

7.11 On any occasions that City Officers who are peace officers want to take custody of a Prisoner for lawful purposes, they shall be permitted to do so if they comply with routine Central Booking Facility procedures. These procedures will necessarily involve a formal assumption of responsibility and liability for the Prisoner.

7.12 The County will conduct investigations concerning all grievances and/or complaints filed by Prisoners according to County policy. The County shall investigate all

incidents of death or serious bodily injury involving Prisoners in the Central Booking Facility. The County will cooperate with the City to facilitate joint investigations or separate investigations by the City when it is reasonably likely that City personnel or City interests are involved.

7.13 This agreement shall not limit the power of County or the Sheriff to perform booking or detention services for other governmental entities. To the extent authorized by law, County agrees to make its best effort to charge other entities for booking services of their prisoners in an amount proportionate to that paid by City.

7.14 If parking is not available within the sallyport for a City officer delivering a City Prisoner to be booked, County officers shall escort the City Prisoner from the sallyport into the Central Booking Facility while the City officer parks his or her vehicle outside the sallyport. As soon as the City officer has parked his or her vehicle, the City officer shall retake custody of the City Prisoner to continue the booking process. The County officer's escort of a City Prisoner from the sallyport as described herein shall not be deemed acceptance of the City Prisoner by the County for the purpose of booking and confinement and County shall retain the right not to accept the City Prisoner as otherwise provided in this Agreement or by law. The purpose of this section is to expedite the Prisoner's entry into the facility, and to prevent Prisoners from being walked into the facility from areas outside the enclosed sallyport.

7.15 The County shall create an Intake Control Officer post, including two (2) FTEs, whose responsibility shall be to supervise prisoners when their property is being searched and inventoried at the Central Booking Facility. City officers shall remain with their prisoners until accepted by Sheriff's staff for booking and confinement in the Central Booking Facility. This post will be active for one 10-hour shift daily, from 8 P.M. to 6 A.M. The position is included for the initial term of this agreement. The performance of this position will be monitored by the Coordinating Committee and its continuation will be based upon recommendation by the Coordinating Committee and approval by City and County for subsequent renewal terms. This section will be effective 45 days from the start of the Initial Term of this agreement.

8.0 Judicial Administration

8.01 It is agreed that the City shall provide magistration required at the Central Booking Facility. City and County shall require all persons who perform magistration services to record the exact time at which magistration for each Prisoner is completed. It is also agreed that the City shall provide all support services for the City's magistration duties, including, but not limited to, interpreter services. Notwithstanding the foregoing, both parties to this agreement acknowledge that the Justices of the Peace and other judges and certain other officials retain the powers of their respective offices to provide magistration in the event these services are needed in lieu of magistration by City's Municipal Court Judges. City's magistrates may arraign City Prisoners, and collect fines

and costs in appropriate cases for offenses within the jurisdiction of the City of Austin Municipal Court.

8.02 City magistrates shall provide magistration services at the Central Booking Facility 24 hours a day, seven days a week, except for one (1) hour break period for each daily shift during which a magistrate will not be available. Courtroom activities shall be given priority by magistrates. City shall seek to implement standard guidelines for magistrate processes over the course of this agreement. Provision of magistration services for 24 hours a day, 7 days a week will be monitored for performance by the coordinating committee during the initial term of this agreement, with renewal of this initiative subject to acceptable results based upon the review of the committee. If the expansion of magistration services to 24 hours a day, 7 days a week is discontinued, the City will be given 12 months from the end date to reallocate resources. The hours of operation for City magistration services will be effective within 45 days from the start of the Initial Term of this agreement. City and County resources related to the provision of magistration services on a 24 hour, 7 day basis, will be evaluated during the initial term of this agreement for adequate allocation in support of this initiative. In the event that additional resources are necessary, City and County will meet to discuss cost allocations.

8.03 County shall be responsible to provide such access to magistration proceedings by attorneys and members of the public as may be required by law.

8.04 Downtown Austin Community Court Arrestees. City shall identify and clearly designate as Downtown Austin Community Court (DACC) Arrestees all persons charged with Class C Misdemeanor offenses committed in the geographical area served by the Downtown Austin Community Court. In accordance with City policies and procedures, City Prisoners who are charged with Class C misdemeanor offenses committed in the geographical area served by the Downtown Austin Community Court (hereinafter referred to as "City DACC arrestees") will not be magistrated at the Central Booking Facility. City DACC arrestees who are booked into the Central Booking Facility between 9 P.M. on Sunday and 8 A.M. on Friday will be detained at the Central Booking Facility for transport by City officers to the Downtown Austin Community Court for magistration. City DACC arrestees who are booked into the Central Booking Facility between 8 A.M. on Friday and 9 P.M. on Sunday will be released to appear at the Downtown Austin Community Court. This schedule is designed to coincide with the current days and hours of operation of the Downtown Austin Community Court. If the operating days and/or hours of the Downtown Austin Community Court change, the Parties may change the schedule by mutual agreement without the necessity of formal written amendment of this Agreement. City expressly acknowledges and agrees that the detention of City DACC arrestees pending transport by City officers to the Downtown Austin Community Court is pursuant to City policy and City shall be responsible for any liability that results from the policy, unless the liability arises from the negligent or illegal acts of County employees. The Parties expressly acknowledge and agree that the Sheriff retains the right to manage the inmate population at the Central Booking Facility at all times, which includes the right to release City DACC arrestees to appear at the Downtown Austin Community

Court as conditions warrant. During the term of this agreement, the City agrees to review its DACC program operation and seek options for conducting the program during evening and weekend hours.

8.05 Sheriff staff will collect fines and fees associated with cases within the jurisdiction of the City of Austin Municipal Court for City Prisoners booked into the Central Booking Facility. A Sheriff's staff member and a Municipal Court clerk will reconcile the collections daily. City is responsible for transportation of funds and documentation from the Central Booking Facility to the Municipal Court.

8.06 City and County agree to cooperate in a procedure for the filing of criminal cases into the appropriate court having jurisdiction of the offense. City and County acknowledge that the Municipal Court and its Clerk will not maintain custody of documents filed in cases that are higher than Class C Misdemeanors.

9.0 Pre-Trial Services

County will continue to provide Pre-Trial Services at the Central Booking Facility. The Pre-Trial Services office will not provide coverage for magistration between the hours of 2:00 A.M. and 6:00 A.M.

10.0 Breath-Testing Services

10.01 City shall provide two (2) intoxilyzers for the use of any officer testing persons charged with Driving While Intoxicated or Boating While Intoxicated. County will provide one intoxilyzer.

10.02 City shall provide a chemist to maintain and certify the intoxilyzer instruments. This chemist shall be made available to testify in court as required.

10.03 County shall provide one video recording system for the use of any officer testing persons charged with Driving While Intoxicated or Boating While Intoxicated to be located within the Central Booking Facility. This video system will be serviced and maintained by County. County will provide, at its expense, sufficient videotapes for use by arresting officers.

11.0 Data Collection/Reporting Requirements and Performance Data.

The City and County agree to compile and report performance data according to the provisions in Exhibit E.

12.0 Coordinating Committee.

City and County shall each appoint representatives to serve on a Coordinating Committee. The committee will include the following membership:

Assistant City Manager for Public Safety
Presiding Judge of the City of Austin Municipal Court
Clerk of the Municipal Court
City of Austin Municipal Court Magistrate representative
Austin Police Department designates

Travis County Executive Manager or Coordinator for Criminal Justice Planning
Travis County Sheriff's Office - Major of the Corrections Bureau
Travis County Sheriff's Office - Captain of Central Booking Facility
Travis County Sheriff's Office, Lieutenant of Central Booking Facility
Other Travis County Sheriff's Office designates
Travis County Pre-Trial Services Director
Travis County Attorney's Office designate
Representative Defense Attorney

The Coordinating Committee will have an assigned coordinator from the Travis County Sheriff's Office to take meeting minutes, develop meeting agendas, and manage its meetings calendar. The committee shall:

- 12.01 meet at least monthly to review Central Booking Facility operations and issues;
- 12.02 review and recommend any revisions to City and County procedures related to the operation of the central booking facility;
- 12.03 monitor performance measures and periodically provide status reports to the Commissioners Court and to the City Council;
- 12.04 recommend interlocal revisions to Commissioners Court and City Council, if necessary.

13.0 Records

City and County agree to allow access to and mutual inspection of any and all records relevant to the Central Booking Facility, excluding City and County internal memoranda and files otherwise exempted by law from public disclosure.

14.0 Breach

The failure of either party to comply with the terms and conditions of this agreement shall constitute a breach of this agreement.

15.0 Waiver

The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the party not in breach of this agreement.

16.0 Texas Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Travis County, Texas.

17.0 Notice

17.01 All notices sent pursuant to this interlocal agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

17.02 Notices sent to County pursuant to this interlocal agreement shall be delivered or sent to:

Sheriff Greg Hamilton (or successor in office)
Travis County Sheriff's Office
P.O. Box 1748
Austin, Texas 78767

And to:

Caryl Colburn (or successor)
Travis County Justice and Public Safety Division
P.O. Box 1748
Austin, Texas 78767

With a copy to:

David Escamilla, County Attorney (or his successor in office)
P.O. Box 1748
Austin, Texas 78767

17.03 Notices sent to City pursuant to this Interlocal Agreement shall be delivered or sent to:

Cathy Ellison (or successor)
Acting Chief of Police
Austin Police Department
715 East 8th Street
Austin, Texas 78701

With a copy to:

David Allan Smith (or successor)
City Attorney
P.O. Box 1088
Austin, Texas 78767

17.04 When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.

17.05 Either party may change its address for notice under this Interlocal Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

18.0 Current Revenue

19.01 The City shall pay for services rendered by the County, pursuant to this interlocal agreement, from current revenue funds.

19.0 Legal Construction, Severability

In case any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

20.0 Entire Agreement

20.01 Except as provided in Section 1.0, this agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties, with respect to said matter. Each party to this agreement acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied herein and that no other agreements, statement, or promise not contained in this agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the parties. No official, representative, agent or employee of County, has any authority to modify this agreement except pursuant to express authority to do so granted by the Commissioners Court of Travis County.

20.02 The following exhibits are part of this contract, and constitute promised performances of the parties to this agreement:

- 20.02.01 Exhibit A, Cost Model Parameters Beginning October 1, 2006.
- 20.02.02 Exhibit A-1, Cost Model Computations for FY 07

- 20.02.03 Exhibit B, Floor Plan for Magstration Space
- 20.02.04 Exhibit C, Floor Plan for Arrest Review Area
- 20.02.05 Exhibit D, Furnishings Provided by County
- 20.02.06 Exhibit E, Performance Data to be Collected.

21.0 Parties Bound

This agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and assigns where permitted by this Agreement. Each party confirms that its respective governing body has duly authorized this Agreement.

22.0 No Conferring of Third Party Rights

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

23.0 Gender and Number

Words of gender used in this agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless this agreement requires otherwise.

Executed on the date or dates indicated below.

TRAVIS COUNTY

By: Samuel T. Biscoe
Samuel T. Biscoe
County Judge

DATE: 8-8-06

CITY OF AUSTIN

By: Toby Futrell
Toby Futrell
City Manager

DATE: 8/16/06

TRAVIS COUNTY SHERIFF

Greg Hamilton
Greg Hamilton

Date: 8/24/06

Exhibit A

Cost Model Parameters Beginning October 1, 2006

I. Definitions

"Total County Direct Budgeted Costs" is defined as County budgeted costs associated with the direct provision of services, and includes the Travis County Sheriff's Office budget for the central booking facility and the County Clerk's Office costs associated with direct filing of charges as listed in County budget documents as of July 1 of the current fiscal year.

"City Budgeted Direct Costs for magistration services" includes the budgeted cost items for City Municipal Court central booking judicial and support services as listed in City budget documents as of July 1 of the current fiscal year.

"City budgeted direct costs for identification services" includes the budgeted cost items for City of Austin Police Department's Planning and Analysis Division directly attributable to the provision of prisoner identification services to the County as part of the central booking facility operation, as listed in City budget documents as of July 1 of the current fiscal year.

II. Cost Reimbursement Model

The amount to be reimbursed by City to County during the term of this contract will be calculated in the following manner:

The cost model will be based upon a calculation of projected direct city and county costs associated with central booking operations. The cost model is as follows:

Total County Budgeted Direct Costs for Central Booking
Less: City budgeted direct costs for magistration services
Less: City budgeted direct costs for identification services
Equals: Adjusted Budgeted Direct Costs for Central Booking

Adjusted Budgeted Direct Cost for Central Booking
Multiplied by: Actual percentage of city prisoner bookings out of the total number of bookings handled for prior fiscal year
Equals: City Reimbursement Amount to County

Costs do not include any indirect governmental costs, such as costs of general administration, legal department, purchasing department, human resources department, or information technology department.

County direct costs associated with the provision of services by the Pre-Trial Services division under Section 9.0 of this agreement are not included in the Total County Budgeted Direct Costs

for the initial term of this agreement. A portion of these costs will be included in subsequent renewal terms in the following manner:

First Renewal Term (FY 08): 10% of direct budgeted Pre-Trial Services costs for FY 08;
Second Renewal Term (FY 09): 20% of direct budgeted Pre-Trial Services costs for FY 09;
Third Renewal Term (FY 10): 30% of direct budgeted Pre-Trial Services costs for FY 10;
Fourth Renewal Term (FY 11): 50% of direct budgeted Pre-Trial Services costs for FY 11.

Cost increases associated with the inclusion of Pre-Trial costs will not be considered as part of the cost increases referenced in Section 3.03 of this agreement.

III. Intake Control Officer Cost

In addition to other amounts reimbursable by the City to County, the City will pay to the County 25% of the direct budgeted costs for any fiscal year under this agreement associated with the Intake Control Officer post as created in Section 7.15 of this agreement.

Central Booking Interlocal Exhibit A ~ 1

August 8, 2006

CITY & COUNTY DIRECT EXPENSE ESTIMATE

Actual / Budget Experience

Austin Flat Fee Revenue
Add: City of Austin Adopted Budget Cost In-Kind Contribution
Central Booking Magistration
Magistrate Support
Planning & Analysis Cost to Process (Assumed ID Cost)
Total Austin Revenue and Budgeted In-Kind Contribution

FY 07 Preliminary

\$ 4,410,131

FY 07 Data from Austin	\$ 641,665	
FY 07 Data from Austin	475,872	
FY 07 Data from Austin	611,731	\$ 1,729,268
		<u>\$ 6,139,399</u>

Actual FY 05 Bookings - All Agencies

56,819

Actual FY 05 Austin Bookings

42,082

Actual FY 05 Austin Percent

74.06%

FY 2007 Preliminary Budget Amounts

FY 07 TCSO Central Booking Expense
Add: Peace Officer Pay Scale (POPS) Step Increase
New Intake Officer FTEs (2.0)
Wage & Benefits Increase Outside of POPS
County Clerk Direct Filing
Pretrial Services Direct Central Booking Costs
Total County Budget Direct Expense
Less: Austin Budgeted Offset Expense Contribution
NET County Budgeted Direct Expense

\$ 7,367,408
52,179
104,676
250,000
116,958
-
<u>\$ 7,891,221</u>
<u>(1,729,268)</u>
<u>\$ 6,161,953</u>

Total NET City Budgeted Direct Expense @ 74.06% (FY 05 ACTUAL BOOKINGS)

\$4,563,743

OTHER CITY COSTS UNDER DRAFT INTERLOCAL:

25% of Intake Control Officer Cost

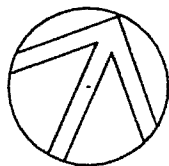
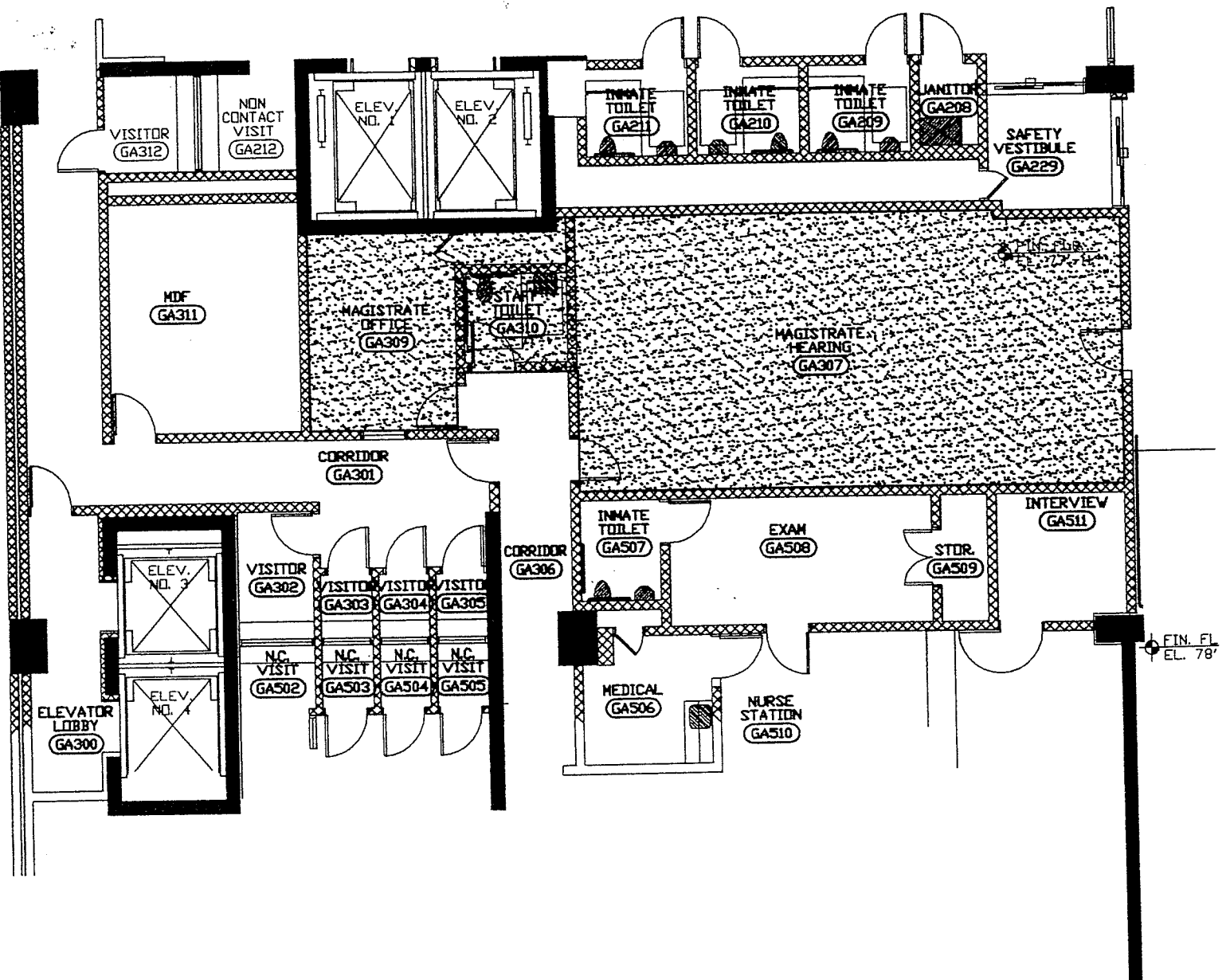
\$26,169

TOTAL CITY REIMBURSEMENT

\$4,589,912

Exhibit B

Floor Plan for Magistration Area



MAGISTRATION AREA CENTRAL BOOKING FACILITY

BLACKWELL-THURMAN CRIMINAL JUSTICE CENTER
TRAVIS COUNTY, TEXAS

Exhibit C

Floor Plan for Arrest Review Area

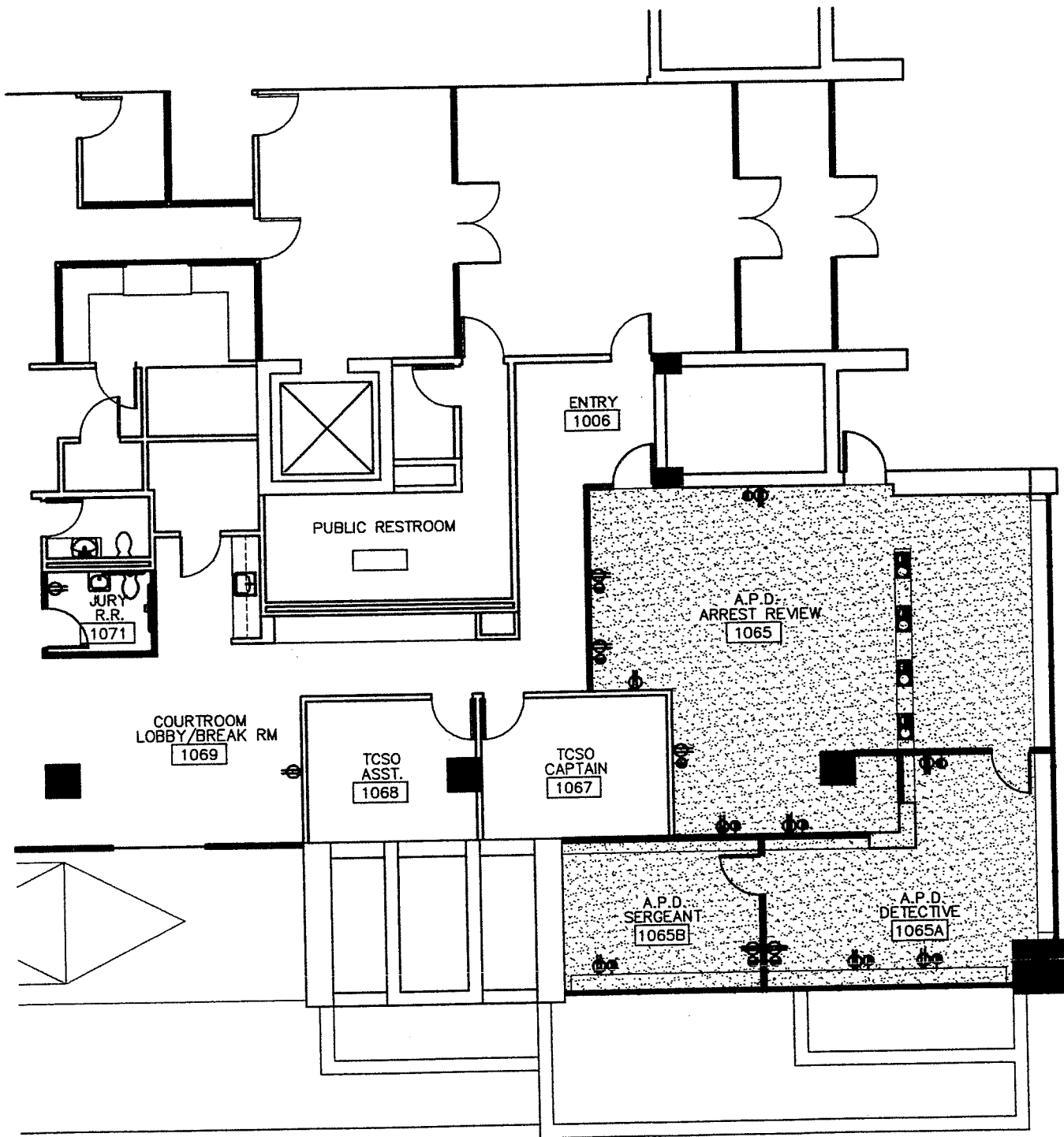


EXHIBIT D
FURNITURE & EQUIPMENT PROVIDED BY COUNTY

MAGISTRATION AREA
FURNITURE & EQUIPMENT

Item	Quantity	Location
Desk (wood, double pedestal 30x 60)	1	Judge's Office
Chairs	7	Judge's Office (3) Courtroom (3) *Bonding Counter (1)
Bookcase (wood, 3 adjustable shelves, 48"x36"x12")	1	Judge's Office
File Cabinets	2	Judge's Office (1)
PC	5	Courtroom (3), Judge Office (1), *Bonding Counter (1)
PC Table (Stand)	1	Judge's Office
Printer	3	Courtroom (1), Judge Office (1), *Bonding Counter (1)
Printer Table	1	Judge's Office
Copier (lease, \$200/mo)	2	Courtroom (1) *Bonding Counter (1)
Fax	2	Courtroom (1) *Bonding Counter (1)
Phone Sets	3	Judge's Office (1) *Bonding Counter (1) **Courtroom (1)

Judge's bench in Courtroom w/work space for 2 clerks

*If City needs to supplement County's bond staff, furniture and equipment will be required.

**Courtroom phone should be speakerphone and must be equipped with silent alert (ringer not audible but light flashing so aware of incoming call)

ARREST REVIEW/REPORT AREA
FURNITURE & EQUIPMENT

Item	Quantity
<i>Furniture</i>	
Folding Table 36x96	1
Stack Chairs	40
Bow Top Desk	2
Multimedia Cart	2
Bookshelves	2
Vertical Files 4 drawer	6
Exec High Back Chair	2
Guest Chairs	3
Stack Chairs, Padded, Fabric 902-726,Blu/Black	40

Equipment

- a. APD IS will setup its network by tapping into the Travis County Token Ring.
 - i. Access to Travis County Internet System (TC)
- b. Travis County will have to supply the needed phone lines and phones
 - i. 6 Travis County phone extensions.
 - ii. 3 direct phone lines on Travis County phone system.
 - iii. Capacity on Travis County network for 12 Data Lines
 - iv. Phone sets compatible with Travis County Phone Systems
- c. COA IS will contract the IS cabling. COA will provide wall outlets and run cabling to equipment room designated by Travis County
- d. Travis County will connect terminated cabling in designated equipment room to Travis County equipment and network.
- e. COA will provide computers for exclusive APD needs.

EXHIBIT E

Performance Data to be Collected

I. Collection and Reporting of Performance Data

City and County shall collect and regularly report data for monitoring of central booking facility operations. Data will be compiled in monthly data format and reported to the Coordinating Committee at least on a quarterly basis. The Coordinating Committee will review the performance data and provide updates to the Travis County Commissioners Court and City Council.

II. Performance Data to be Collected

The following data will be compiled by the City of Austin in a monthly format and reported to the Coordinating Committee on a quarterly basis:

- Number of individuals magistrated, by offense level;
- Number of bonds reviewed, approved, and denied;
- Number of probable cause affidavits reviewed and approved;
- Number of on-duty hours served by judges at the central booking facility;
- Average positive identification turnaround time;
- Officer time required from sally port entry to central booking facility exit.

The following data will be compiled by Travis County in a monthly format and reported to the Coordinating Committee on a quarterly basis:

- Total number of prisoners booked, by offense level;
- Total number of city prisoners booked, by offense level;
- Total number of Downtown Austin Community Court prisoners booked;
- Number of prisoners released to appear in court, by case and individual.

III. Performance Targets

The City will seek to attain the following performance targets for prisoner positive identification turnaround time:

- 2 hours for FY 2007;
- 1.5 hours for FY 2008;
- 1 hour for FY 2009 and each subsequent fiscal year thereafter through the term of this agreement.

The Coordinating Committee will review performance data during the initial term of this agreement, determine if any additional performance targets are warranted, and submit proposed performance targets to City and County for addition to this section